

# **REQUEST FOR PROPOSALS**

**for**

## **COURSE CHOICE AND CREDIT RECOVERY INITIATIVE**



**RFP #:112PSCLA21-A-004**

**Proposal Due Date/Time: March 11, 2021 at 2:00 P.M.**

**State of Louisiana  
Louisiana Military Department**

**January 8, 2021**

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# **REQUEST FOR PROPOSAL FOR COURSE CHOICE AND CREDIT RECOVERY INITIATIVE**

## **PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing instructional on-line education services. The National Guard Youth Challenge Program (YCP) is seeking to obtain on-line education services through a contract with a qualified service provider (hereinafter called “Contractor”). The Contractor will provide instructional on-line education services; hereinafter called the “Project”, for up to six (6) overlapping cycles per year, five (5) months per cycle, and no more than thirty (30) students per cycle utilizing Louisiana-certified, qualified teachers and Course catalogue offerings aligned with the current Louisiana State Academic Standards (<https://www.louisianabelieves.com/academics/academic-standards>).

### **1.2 Background**

The focus of this RFP is on-line education services in the form of first time credit courses and credit recovery courses to be provided at each of the Louisiana National Guard Youth Challenge Program (YCP) installations. The YCP installations that require these on-line education services are located at: 1) Gillis Long Center at 5445 Point Clair Road, Carville, LA 70721, 2) Camp Beauregard at 505 F Street, Pineville, LA 71360, and 3) Camp Minden at 701 Camp Street, Minden, LA 71055. During active class cycles, the Contractor’s services are required to be available from 0700hrs-1800hrs (military time) Monday through Friday. YCP has a requirement to procure services and support for an instructional on-line curriculum and multiple standards-aligned courses in support of (ISO) the Course Choice and Credit Recovery initiative (CCCR), the Project. The Project system is currently using an on-line curriculum that provides a structured learning environment and instruction by Louisiana-certified, qualified teachers and Course catalogue offerings aligned with the current Louisiana State Academic Standards. These learning platforms are sufficient to allow students to learn considerable amounts of information, but require intensive customer service and support from the Contractor. The YCP and Contractor will seek to provide a structured learning environment and instruction sufficient to allow students to transition back to their school districts successfully and on track to graduate.

### **1.3 Goals and Objectives**

The Contractor will provide a structured learning environment and instruction sufficient to allow students to transition back to their school districts successfully and on track to graduate High School. The expectation is that students will earn up to six (6) Carnegie credits which they will accomplish through a

residential program at the YCP facility. Students will commit at least five (5) hours per day on all assigned schoolwork through the Contractor platform and with Contractor virtual teachers as required.

#### 1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about **July 1, 2021** and is anticipated to end on **June 30, 2024**. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

#### 1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Cadet	Student in the Youth Challenge Program (YCP)
CCCR	Course Choice & Credit Recovery also known as the <u>Project</u>
CO	Contracting Officer also known as the RFP Coordinator
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Course	An enrollment
Course Choice Credit Recovery	Academic pathway that allows students to recover or continue earning high school credits, known as Carnegie units, while at YCP.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
ESSA	Every Student Succeeds Act
ISO	In support of
JLCB	Joint Legislative Committee on the Budget
LDOE	Louisiana Department of Education
LMD	Louisiana Military Department
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP
Project Manager	Personnel designated by YCP

Quality	Timely delivery of reports and full, rigorous delivery of student services regarding enrollments.
Report(s)	Official documents requested by the Youth Challenge Program (YCP) or the Louisiana Department of Education (LDOE).
RFP	Request for Proposal
RFP Coordinator	Louisiana Military Department designated personnel
SCA	Supplemental Course Academy
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana
The <u>Project</u>	Course Choice & Credit Recovery (CCCR)
YCP	Youth Challenge Program

## 1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	January 8, 2021
Mandatory Pre-proposal tele-conference	February 2, 2021 at 10:00 A.M. Call In Number: (318) 641-3800 Conference ID: 03707#
Deadline for receipt of written inquiries	February 12, 2021 at 10:00 A.M.
Deadline to answer written inquiries	March 1, 2021 at 10:00 A.M.
Deadline for receipt of proposals	March 11, 2021 at 2:00 P.M.
ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	
Notice of Intent to award announcement, and 14-day protest period begins, on or about	April 9, 2021
Contract execution, on or about	June 23, 2021

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## 1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Louisiana Military Department  
Attn: COL (Ret) Mike Deville, Contracting Officer  
718 E Street, Camp Beauregard  
Pineville, Louisiana 71360  
(318) 641-5909

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## **1.8 Qualifications for Proposer**

### **1.8.1 Mandatory Qualifications:**

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

- Proposer will provide a web-based course curriculum that is aligned with current Louisiana State Academic Standards (<https://www.louisianabelieves.com/resources/library/academic-standards>).
- Proposer will ensure that all virtual teachers provided will be Louisiana certified and meet all state required standards (<https://www.teachlouisiana.net/Teachers.aspx>); to include background clearances, for courses/subjects taught.
- Proposers must identify their capability to comply with Louisiana Department of Education and Louisiana Department of Public Safety and Corrections Remote Access Policy, Background Investigation, and Information Services facility badging requirements through LDOE (see Attachment V: Instructions for Fingerprints).
- Proposer must demonstrate redundancy in staff with required experience and qualifications to ensure capability of meeting requirements in the event that primary staff is unavailable.
- Proposer must provide a comprehensive list of employees responsible for the account. This list must include name, job title, office and mobile number(s), email(s), and responsibilities in relationship to the account.

### **1.8.2 Desirable Qualifications:**

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- Demonstrate experience and technical ability/knowledge in managing/maintaining on-line curriculum services.
- Demonstrate experience in timely service and customer support capabilities.



- Demonstrate technical response time within two (2) hours and provide technical solution within twenty-four (24) hours.

Additionally, the Proposer should provide information that describes prior experience regarding:

- Customer Service
- Technical Support response time
- Experience with Louisiana based schools

## **1.9 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

### **1.9.1 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### **1.9.2 Table of Contents**

The proposal should be organized in the order contained below.

### **1.9.3 Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **1.9.4 Company Background and Experience**

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

### **1.9.5 Approach and Methodology**

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Define its functional approach in developing the most effective means of accomplishing YCP's goal as stated for the Project.
- Define its strategy for project team organization and task assignments to transfer application knowledge to position the YCP to be self-sufficient in managing enrolled students after implementation.
- Define its approach for ensuring system and data security.

### **1.9.6 Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

### **1.9.7 Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:  
<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship Subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship Subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative Subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative Subcontractor in which the certified LaVet or Hudson Initiative Subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative Subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **1.9.8 Cost Proposal**

The Proposer shall provide the cost, including any and all travel expense and project expenses, for providing all services described in the RFP using Attachment IV: Cost Worksheet. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a Subcontractor (if applicable).

Proposer shall provide itemized totals for:

- Cost per Active Course Choice Enrollment
- Cost per Active Credit Recovery Enrollment
- Cost for one-time training event at Camp Beauregard, Pineville, LA

### **1.9.9 Certification Statement**

The Proposer must sign and submit Attachment I, the Certification Statement.

### **1.9.10 Outsourcing of Key Internal Controls:**

Not applicable to this RFP.

## **1.10 Number of Copies of Proposals**

The Louisiana Military Department requests that **five (5)** copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

### 1.11 Technical and Cost Proposals

The LMD requests the following:

- One (1) Original (clearly marked “Original”) and **four (4)** numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and **four (4)** numbered copies of the cost proposal. All should be clearly marked cost proposal.

### 1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### 1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided

in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **1.14 Proposal Clarifications Prior to Submittal**

### **1.14.1 Mandatory Pre-proposal Tele-Conference**

A mandatory pre-proposal tele-conference will be held at February 2, 2021 at 10:00 A.M. The purpose of the tele-conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal must have at least one (1) duly authorized representative attend the pre-proposal tele-conference. Reference 1.6 Schedule of Events.

Although impromptu questions will be permitted and spontaneous answers will be provided during the tele-conference, the only official answer or position of the State will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the tele-conference, written questions will be researched and an official response will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

#### **1.14.2 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below.

Louisiana Military Department  
Attn: COL (Ret) Mike Deville, Contracting Officer  
718 E Street, Camp Beauregard  
Pineville, Louisiana 71360  
Office: (318) 641-5909  
Email: [michael.p.deville.nfg@mail.mil](mailto:michael.p.deville.nfg@mail.mil)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the RFP Coordinator – COL (Ret) Mike Deville and/or his designee has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:  
[https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at:  
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### **1.14.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

### **1.15 Error and Omissions in Proposal**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.



### **1.16 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **1.19 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

### **1.20 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### **1.21 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **1.22 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of

all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### **1.23 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **1.24 Use of Subcontractors**

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into Subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any Subcontractor relationships and include specific designations of the tasks to be performed by the Subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each Subcontractor, if requested by the State. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### **1.25 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

### **1.26 Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### **1.27 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

### **1.28 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

**The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.**

### **1.29 Contract Award and Execution**

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the Louisiana Military Department.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and

conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **1.30 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The State reserves the right to make multiple awards.

### **1.31 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.32 Insurance Requirements for Contractors**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

### **1.32.1 Contractor's Insurance**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the total contract amount.

### **1.32.2 Minimum Scope and Limits of Insurance**

#### **1.32.2.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **1.32.2.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **1.32.2.3 Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### **1.32.2.4 Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **1.32.2.5 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

#### **1.32.3 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### **1.32.4 Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

##### **1.32.4.2 Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

##### **1.32.4.3 All Coverages**

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **1.32.5 Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### **1.32.6 Verification of Coverage**

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Military Department, Its Officers, Agents, Employees and Volunteers

718 E Street, Camp Beauregard, Pineville, Louisiana 71360

RFP: 112PSCLA21-A-004

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### **1.32.7 Subcontractors**

Contractor shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of Subcontractor's Certificates at any time.

### **1.32.8 Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

### **1.33 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.



The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.34 Payment**

During the execution of tasks contained in the Statement of Work, the Contractor must submit invoices once per month. Services provided will be invoiced for each enrollment per cadet that has been registered for and is active for a minimum of two (2) weeks.

Payments are predicated upon successful completion and written approval by LMD of the described tasks and deliverables as provided in Sections 2.3 Deliverables and 2.4 Technical Requirements (as applicable). Payment will be submitted for processing only after the YCP Project Manager approves the invoice for payment. Payments will be made to the Contractor after the LMD approves in writing the work performed and the submitted invoice. LMD will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

#### **1.34.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

### **1.35 Termination**

#### **1.35.1 Termination of the Contract for Cause**

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

#### **1.35.2 Termination of the Contract for Convenience**

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **1.35.3 Termination for Non-Appropriation of Funds**

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **1.36 Assignment**

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.37 Right to Audit**

The State legislative auditor, federal auditors and internal auditors of the Louisiana Military Department, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.38 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.39 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

### **1.40 Entire Agreement/ Order of Precedence**

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **1.41 Contract Modifications**

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

#### **1.42 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal. The Contractor must update the comprehensive list of employees responsible for the account within one (1) week of position replacement.

#### **1.43 Governing Law**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.44 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

#### **1.45 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### **1.46 Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

#### **1.47 Prohibition of Discriminatory Boycotts of Israel**

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any Subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

## PART 2: SCOPE OF WORK/SERVICES

### 2.1 Scope of Work

The Contractor shall provide services for up to eighteen (18) overlapping cycles; a cycle is five (5) months, and up to thirty (30) students per cycle utilizing Louisiana-certified, qualified teachers. Course catalogue offerings must be aligned with the current Louisiana State Academic Standards. Additionally, Contractor shall train mentors and other administrative staff in the use of all Contractor systems and processes as well as provide coaching on critical customer responsibilities of **the Project**. The services will be provided through enrollment requests that will be entered by YCP staff personnel and are deemed appropriate for the services secured through the contract as determined and approved by the LMD and issued by the Deputy Director, Contracting and Purchasing or the Contracting Officer.

### 2.2 Task and Services

The tasks to be performed, at a minimum, are identified below and are not limited to:

- The Contractor shall provide the necessary teachers / instructional staff that are highly qualified as identified by the Every Student Succeeds Act (ESSA) standards and hold valid Louisiana teaching certifications. The Contractor shall offer qualified, Louisiana state-certified instructors.
- The Contractor shall ensure all employees including contracted personnel undergo and pass required background screening, identified at minimum by LDOE, using state and national criminal history records and will provide, upon request, a list of instructional employees to YCP for verification of compliance.
- The Contractor shall, for each enrolled student, provide all necessary online courseware including both initial credit (Course Choice) and credit recovery versions and instructional support.
- The Contractor shall offer an online registration process with workflows appropriate for the YCP.
- The Contractor shall offer ongoing support from the Contractor's professional support staff via video conference or telephonic dial-in as needed. Additional face to face support, should it be needed, will be discussed and agreed upon by the Contractor and YCP staff.
- The Contractor shall offer direct instruction by virtual teachers through a variety of media including telephone, online chat, synchronous teaching tools, texts and any other methods as agreed to by the Contractor and the YCP. The Contractor will institute a method of verification or security access to maintain confidentiality and security. LMD considers all student information confidential and will consider information release upon written request with detail reason(s) of release, as well as only with YCP approval. Information shall be safeguarded through security access protocols.
- The Contractor shall identify an education support specialist who will work with YCP facilitators to ensure that they are comfortable with the technology, utilize strategies to engage and encourage students, and understand how students are performing in the program.

- The Contractor shall offer ongoing evaluation and support and support of student engagement and program status.
- The Contractor shall offer continuous progress monitoring tools via on-line methods or in summary reports to YCP.
- The Contractor shall submit invoicing for applicable enrollments.
- The Contractor shall submit student academic data, transcripts, and reports via electronic and/or hard copy means to YCP at the completion of each course and/or course year.

## **2.3 Deliverables**

The Contractor shall:

- Submit any and all requested documents required by the LDOE that will insure YCP remains a Supplemental Course Academy (SCA) provider. Requests must be fulfilled no later than the due dates set by either LDOE or YCP. Confirmation of deliverables being sent directly to LDOE must be given to YCP's Project Manager upon delivery.
- Provide a web-based course curriculum that is aligned with current Louisiana State Academic Standards.
- Provide assurance that all virtual teachers provided will be Louisiana certified and meet all state required standards, including background clearances, for courses/subjects taught.
- Provide education support, monitoring tools and ongoing evaluation and other support as needed.
- Provide One-Time training, minimum of eight (8) hours, of appropriate training for the local YCP instructional staff and leadership to facilitate successful administration of the Course Choice and Credit Recovery Program.
- Provide a list of qualified employees including name, job title, office and mobile number(s), email(s), and responsibilities to the Project and provide any updated information within one (1) week of position replacement(s).
- Respond with timely service and customer support in response to any State request(s) concerning the Project.

## **2.4 Technical Requirements**

The major requirements of the system to be supported include:

1. Must be compatible with the following browsers:
  - i. Microsoft Edge and Internet Explorer
  - ii. Mozilla Firefox

- iii. Safari
  - iv. Chrome
2. Must be compatible with the following PDF readers:
    - i. Adobe Acrobat Reader DC
  3. Must be compatible with the following operating systems:
    - i. Windows 7
    - ii. Windows 8
    - iii. Windows 10
    - iv. Chrome
  4. Must utilize password protection

## **2.5 Project Requirements**

Each invoice shall specify the following for each active course enrollment per student:

- Cadet Name
- Course Enrolled
- Start Date
- End Date
- Cost
- School

The Contractor shall document and make accessible to the Project Manager, or designee, the results and approval by LMD personnel of each completed active course enrollment per student. LMD will measure the Contractor's performance by the quality of the services provided.

Status reports will be delivered to the Project Manager as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues per student.

The Contractor and employees shall properly identify themselves at all times while on a Military or Government Installation. The Contractor and all employees shall present two (2) valid forms of picture identification at all times while on any military property.



## PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	13
Approach and Methodology	35
Proposed Staff Qualifications	15
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>Up to 10 points available for Hudson-certified Proposers;</li><li>Up to 12 points available for Veteran-certified Proposers;</li><li>If no Veteran-certified Proposers, those two points are not awarded.</li></ul> See Section 3.2 for details.	12
Cost	25
<b>TOTAL SCORE</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of thirty-one and a half (31.5) points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### 3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive twenty-five (25) points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TCP = Total Cost of Proposer being evaluated

### 3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as Subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship Subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as Subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship Subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship Subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative Subcontractors will be used, the above required information should be listed for each Subcontractor. The Proposer should provide a sufficiently detailed description of each Subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the Subcontractor's services constitute a distinct scope of work from each other Subcontractor(s).

## **PART 4: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The Contractor shall document and make accessible to the Project Manager, or designee, the results and approval by LMD personnel of each completed enrollment per student. LMD will measure the Contractor's performance by the quality of the services provided.

Status reports shall be delivered to the Project Manager as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues per student.

### **4.2 Performance Measurement/Evaluation/Monitoring Plan**

#### **4.2.1 Performance Measures/Evaluation:**

The performance of the contract will be measured by the LMD CO, designated Youth Challenge Program Education Coordinator, and or Operations Manager 318-290-5782 or 318-290-5791, authorized on behalf of the LMD, to evaluate the Contractor's performance against the criteria in the Statement of Work.

The Contractor will document and deliver to the LMD CO, or designee, the results and approval by LMD personnel of each completed reporting by LDOE and/or YCP. LMD will measure the performance by the quality of the services provided.

#### **4.2.2 Monitoring Plan:**

The Youth Challenge Program, Education Coordinator, Budget Officer, Operations Manager, or Special Assistant to the Director of Education Programs, YCP, Bldg 505 F Street, Camp Beauregard, Pineville, Louisiana 71360, telephone (318) 290-5807 and FAX (318) 641-3313 will all be responsible for the expenditure of contract funds and overall monitoring of Contractor operations and performance.

The Youth Challenge Project Manager, Ms. Timberly Deville, is the immediate monitor of the contract. The Project Manager will monitor the task and work products of the contract. The Project Manager will be the primary contact for daily performance of this contract resulting from this RFP. The Project Manager is responsible for reviewing the initial invoices from the Contractor prior to submission to the LMD.

No LMD personnel, other than the Deputy Director, Contracting and Purchasing or the Contracting Officer, shall have the authority to change or alter the Performance Measurement, Evaluation, and Monitoring Plan.

### **4.3 Veteran and Hudson Initiative Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship Subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

## ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Facsimile Number with area code: (     ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days in which to complete contract negotiations, if any, and ten (10) business days from the date of delivery of final contract to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any Subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or  
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

## ATTACHMENT II: SAMPLE CONTRACT

### CONTRACT BETWEEN STATE OF LOUISIANA

**NAME OF DEPARTMENT/AGENCY**

Louisiana Military Department

AND

**CONTRACTOR NAME**

[Click here to enter the Contractor name](#)

**CONTRACT NUMBER (ISIS/LAGOV)**

[Click here to enter the contract number](#)

**TYPE OF SERVICES TO BE PROVIDED**

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

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**CONTRACTOR (Legal Name if Corporation)**

[Click here to enter the Contractor](#)

**FEDERAL EMPLOYER TAX ID NUMBER**

[Enter the Contractor's FEIN](#)

**STATE LDR ACCOUNT #**

[Enter the State LDR Number](#)

**STREET ADDRESS**

[Click here to enter the Contractor's street address](#)

**TELEPHONE NUMBER**

[Enter the Contractor's Number](#)

**CITY** [Enter City](#) **STATE** [Enter State](#) **ZIP CODE** [Enter Zip Code](#)

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**TERM OF CONTRACT**

This Contract shall begin on **July 1, 2021** and shall end on **June 30, 2024**. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

**COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ [Click here to enter the maximum contract amount](#). Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of the Youth Challenge Project Manager – Ms. Timberly Deville.

The State shall make every reasonable effort to make payments within thirty (30) days of receiving an approved and signed invoice.

#### **PROHIBITION AGAINST ADVANCE PAYMENTS**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

#### **GOALS AND OBJECTIVES**

The Contractor will provide a structured learning environment and instruction sufficient to allow students to transition back to their school districts successfully and on track to graduate High School. The expectation is that students will earn up to six (6) Carnegie credits which they will accomplish through a residential program at the YCP facility. Students will commit at least five (5) hours per day on all assigned schoolwork through the Contractor platform and with Contractor virtual teachers as required.

#### **DESCRIPTION OF SERVICES**

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

The Contractor shall provide services for up to eighteen (18) overlapping cycles; a cycle being five (5) months, and up to thirty (30) students per cycle utilizing Louisiana-certified, qualified teachers. Course catalogue offerings must be aligned with the current Louisiana State Academic Standards. Additionally, Contractor will train mentors and other administrative staff in the use of all Contractor systems and processes as well as provide coaching on critical customer responsibilities of **the Project**. The services will be provided through enrollment requests that will be entered by YCP staff personnel and are deemed appropriate for the services secured through this contract as determined and approved by the Louisiana Military Department and issued by the Deputy Director, Contracting and Purchasing or the Contracting Officer.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

#### **DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

#### **ACCEPTANCE OF DELIVERABLES**

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the Project Manager that a Deliverable is completed, and available for review and acceptance.



Upon Contractor's written notification, the Project Manager shall review the Deliverable within ten (10) business days. Within this period, the Project Manager shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the ten (10) business days, the State Project Manager notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the Project Manager when the Contractor resubmits a Deliverable for acceptance. The Project Manager shall review the resubmitted Deliverable within ten (10) business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Project Manager notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

#### **TERMS OF PAYMENT**

During the execution of tasks contained in the Statement of Work, the Contractor must submit invoices once per month. Services provided for the RFP will be invoiced for each enrollment per cadet that has been registered for and is active for a minimum of two (2) weeks.

Payments are predicated upon successful completion and written approval by the Louisiana Military Department of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). Payment will be submitted for processing only after the YCP Project Manager approves the invoice for payment. Payments will be made to the Contractor after the Louisiana Military Department approves in writing the work performed and the submitted invoice. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

#### **PAYMENT WILL BE MADE ONLY UPON APPROVAL OF**

The State's Project Manager or his/her designee. The Project Manager, Ms. Timberly Deville, is the immediate monitor of the contract.

#### **VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION**

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship Subcontractor participation and the dollar amount of each.

#### **SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's

reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal. The Contractor must update the comprehensive list of employees responsible for the account within one (1) week of position replacement.

#### **STATE FURNISHED RESOURCES**

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

#### **TAXES**

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

#### **TERMINATION FOR CAUSE**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

#### **TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

#### **REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

#### **GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

**OWNERSHIP OF WORK PRODUCT**

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

**DATA/RECORD RETENTION**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

**RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

**CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

**ASSIGNABILITY**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

**RIGHT TO AUDIT**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered

under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and Subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and Subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

#### **FISCAL FUNDING**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

#### **CONTINUING OBLIGATION**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

#### **ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

#### **CONFIDENTIALITY**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

#### **AMENDMENTS**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

**PROHIBITED USE OF FUNDS**

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

**SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all Subcontractor work.

**PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

**INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the

Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

#### **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

#### **SECURITY**

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

#### **CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

#### **SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### **HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

#### **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

#### **CONTRACT APPROVAL**

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

#### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

**– Remainder of page intentionally left blank –  
– Signatures on the next page –**

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

**LOUISIANA MILITARY DEPARTMENT**

\_\_\_\_\_  
*(Print Name & Signature)*

By: \_\_\_\_\_

\_\_\_\_\_  
*(Print Name & Signature)*

Title: \_\_\_\_\_

WITNESSES SIGNATURES:

**CONTRACTOR SIGNATURE:**

\_\_\_\_\_  
*(Print Name & Signature)*

By: \_\_\_\_\_

\_\_\_\_\_  
*(Print Name & Signature)*

Title: \_\_\_\_\_



## **STATEMENT OF WORK**

### **1.1 Scope of Work**

The Contractor shall provide services for up to eighteen (18) overlapping cycles; a cycle is five (5) months, and up to thirty (30) students per cycle utilizing Louisiana-certified, qualified teachers. Course catalogue offerings must be aligned with the current Louisiana State Academic Standards. Additionally, Contractor shall train mentors and other administrative staff in the use of all Contractor systems and processes as well as provide coaching on critical customer responsibilities of **the Project**. The services will be provided through enrollment requests that will be entered by YCP staff personnel and are deemed appropriate for the services secured through the contract as determined and approved by the LMD and issued by the Deputy Director, Contracting and Purchasing or the Contracting Officer.

### **1.2 Task and Services**

The tasks to be performed, at a minimum, are identified below and are not limited to:

- The Contractor shall provide the necessary teachers / instructional staff that are highly qualified as identified by the Every Student Succeeds Act (ESSA) standards and hold valid Louisiana teaching certifications. The Contractor shall offer qualified, Louisiana state-certified instructors.
- The Contractor shall ensure all employees including contracted personnel undergo and pass required background screening, identified at minimum by LDOE, using state and national criminal history records and will provide, upon request, a list of instructional employees to YCP for verification of compliance.
- The Contractor shall, for each enrolled student, provide all necessary online courseware including both initial credit (Course Choice) and credit recovery versions and instructional support.
- The Contractor shall offer an online registration process with workflows appropriate for the YCP.
- The Contractor shall offer ongoing support from the Contractor's professional support staff via video conference or telephonic dial-in as needed. Additional face to face support, should it be needed, will be discussed and agreed upon by the Contractor and YCP staff.
- The Contractor shall offer direct instruction by virtual teachers through a variety of media including telephone, online chat, synchronous teaching tools, texts and any other methods as agreed to by the Contractor and the YCP. The Contractor will institute a method of verification or security access to maintain confidentiality and security. LMD considers all student information confidential and will consider information release upon written request with detail reason(s) of release, as well as only with YCP approval. Information shall be safeguarded through security access protocols.
- The Contractor shall identify an education support specialist who will work with YCP facilitators to ensure that they are comfortable with the technology, utilize strategies to engage and encourage students, and understand how students are performing in the program.

- The Contractor shall offer ongoing evaluation and support and support of student engagement and program status.
- The Contractor shall offer continuous progress monitoring tools via on-line methods or in summary reports to YCP.
- The Contractor shall submit invoicing for applicable enrollments.

The Contractor shall submit student academic data, transcripts, and reports via electronic and/or hard copy means to YCP at the completion of each course and/or course year.

### **1.3 Deliverables**

The Contractor shall:

- Submit any and all requested documents required by the LDOE that will insure YCP remains a Supplemental Course Academy (SCA) provider. Requests must be fulfilled no later than the due dates set by either LDOE or YCP. Confirmation of deliverables being sent directly to LDOE must be given to YCP's Project Manager upon delivery.
- Provide a web-based course curriculum that is aligned with current Louisiana State Academic Standards.
- Provide assurance that all virtual teachers provided will be Louisiana certified and meet all state required standards, including background clearances, for courses/subjects taught.
- Provide education support, monitoring tools and ongoing evaluation and other support as needed.
- Provide One-Time training, minimum of eight (8) hours, of appropriate training for the local YCP instructional staff and leadership to facilitate successful administration of the Course Choice and Credit Recovery Program.
- Provide a list of qualified employees including name, job title, office and mobile number(s), email(s), and responsibilities to the Project and provide any updated information within one (1) week of position replacement(s).
- Respond with timely service and customer support in response to any State request(s) concerning the Project.

### **1.4 Technical Requirements**

The major requirements of the system to be supported include:

1. Must be compatible with the following browsers:
  - v. Microsoft Edge and Internet Explorer
  - vi. Mozilla Firefox
  - vii. Safari

viii. Chrome

2. Must be compatible with the following PDF readers:
  - ii. Adobe Acrobat Reader DC
3. Must be compatible with the following operating systems:
  - v. Windows 7
  - vi. Windows 8
  - vii. Windows 10
  - viii. Chrome
4. Must utilize password protection

## **1.5 Project Requirements**

Each invoice shall specify the following for each active course enrollment per student:

- Cadet Name
- Course Enrolled
- Start Date
- End Date
- Cost
- School

The Contractor shall document and make accessible to the Project Manager, or designee, the results and approval by LMD personnel of each completed active course enrollment per student. LMD will measure the Contractor's performance by the quality of the services provided.

Status reports will be delivered to the Project Manager as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues per student.

The Contractor and employees shall properly identify themselves at all times while on a Military or Government Installation. The Contractor and all employees shall present two (2) valid forms of picture identification at all times while on any military property.

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## **CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a Project Manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for

supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment IV: COST WORKSHEET.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

#### **CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<b>Name</b>	<b>Job Title</b>	<b>Office Phone Number</b>	<b>Mobile Phone Number</b>	<b>Email Address</b>	<b>Responsibility to Contract</b>

**Additional space for Contractor Personnel:**

<b>Name</b>	<b>Job Title</b>	<b>Office Phone Number</b>	<b>Mobile Phone Number</b>	<b>Email Address</b>	<b>Responsibility to Contract</b>

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**STATE FURNISHED RESOURCES**

**STATE FURNISHED RESOURCES**

Louisiana Military Department shall appoint a Project Manager from the Youth Challenge Program, Ms. Timberly Deville, or designee, for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Officer shall be the principal point of contact on behalf of the Louisiana Military Department and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

## ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

ATTACHMENT IV: COST WORKSHEET

The itemized totals must include any and all costs the Contractor expects to be paid for the proposed staff: including labor, per diem, travel, overhead, account management, and any other costs related to providing the services requested.

The Proposer shall provide itemized per cost totals for the following:

Item	Cost
Per Active Course Choice Enrollment	
Per Active Credit Recovery Enrollment	
One-Time Training event at Camp Beauregard in Pineville, Louisiana	

If Proposer is utilizing one or more subcontractors, the Proposer should clearly identify the subcontractor(s) that will be used. All costs shall be valid during the term of any resulting contract.

Company Name:

Proposer’s Authorized Representative

Proposer’s Authorized Representative Signature

Date:

## ATTACHMENT V: INSTRUCTIONS FOR FINGERPRINTS

### Instructions to Course Providers Applying for Louisiana Background Checks

All course providers must request a background check for all instructors, as well as any other employees or contractors that will come in contact with students (online or in person).

Since the Louisiana State Police Bureau of Criminal Investigation and Identification (the Bureau) will only provide confidential background records to a Louisiana state agency, each course provider will have to work closely with Tiffany A. Thomas at the Department of Education (LDE) on each background check.

Here are your step-by step directions:

1. Go to the bottom of **Form 1 – Louisiana Background Check Authorization Form**. Please enter the name and information of the individual for whom you are requesting a background search. The Applicant will need to sign this form.  
*We must submit an ORIGINAL signature signed in BLUE ink!*
2. Go to the middle of **Form 2 – Louisiana Background Check Disclosure Form**. Please indicate the name, date of birth, race/sex and social security number of the applicant for whom you are requesting a background search.
3. Each applicant will need to provide **2 (two)** copies of his/her fingerprints to submit with these forms. Fingerprints can be obtained from a local law enforcement agency. Some local stores (like FedEx, Kinkos or UPS) might also offer fingerprinting services. There may be a fee charged to the applicant for obtaining these fingerprints. Applicant must sign both cards and fill identifying information (i.e. gender, eye color, etc.)
4. **Before mailing**, check the following:
  - a. Be sure that Course Provider name is on both sets of fingerprints in the section titled "Employer and Address"
  - b. Crisp, clear fingerprints
  - c. Card signed by fingerprinting agent
  - d. Card signed by instructor
  - e. \$39.25 payment
  - f. 2 (two) completed forms
5. Please mail to Tiffany these two forms, a business check or money order (no cash or personal checks please) **payable to "Louisiana State Police" for \$39.25** and the fingerprints:

Tiffany A. Thomas  
LA Dept. of Education 4-224  
1201 North Third Street  
Baton Rouge, LA 70802

When Tiffany receives a package she will inspect it for completeness, contact the course provider to secure any missing information, and then forward all complete packages to the Bureau for processing.

The Bureau will complete the background checks and send the results back to the LDE using the Disclosure Form.  
*The only feedback you will get from these background checks is:*

- a). *your applicant has been approved; or*
- b). *your applicant has not been approved.*

The LDE will not be allowed legally to provide you with any details beyond one of these two determinations.

*Please remember: you must complete this process every time you hire a new instructor during the year, whether that instructor is an employee or a contractor.*

An individual for whom you have submitted a signed authorization form may begin employment temporarily pending the report back from the Bureau.

Please contact Tiffany ([tiffany.thomas@la.gov](mailto:tiffany.thomas@la.gov)) if you have any questions.

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**Note:** If you are a Louisiana K-12 or post-secondary school and have already conducted a background check on an instructor, please provide that information to Tiffany. You will not have to conduct an additional background check for Course Choice as long as the applicant will be providing services within the same parish and for the same School Board that obtained the original background check.



Provider name: \_\_\_\_\_

SUBMIT TO:

Louisiana State Police  
Bureau of Criminal Identification and Information  
P.O. Box 66614 (Mail Slip A-6)  
Baton Rouge, LA 70896

THE FEE FOR PROCESSING A STATE BACKGROUND CHECK IS \$26. FOR FBI PROCESSING, WHERE AUTHORIZED OR REQUIRED, THERE IS AN ADDITIONAL \$13.25 FEE. Total fee is \$39.25

Acceptable forms of payment include: Cashier Check, Business Check with pre-printed business name or Money Order

Credit Card payments are accepted when paying in person at Louisiana State Police Headquarters

**\*\*FORMS MUST BE FILLED OUT IN INK AND BE REVIEWED BY SUBMITTING AGENCY/INDIVIDUAL FOR ACCURACY\*\***

**\*\*\*\*FINGERPRINTS ARE NECESSARY FOR A POSITIVE IDENTIFICATION\*\*\*\***

\*\*\*\*PLEASE PRINT\*\*\*\*

Louisiana Department of Education

Tiffany A. Thomas

AGENCY, FACILITY OR INDIVIDUAL

AGENCY, FACILITY AUTHORIZED REPRESENTATIVE OR INDIVIDUAL

1201 North 3<sup>rd</sup> Street

MAILING ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE/INDIVIDUAL

Baton Rouge

Louisiana

70802

( 225 ) 342-3364

CITY

STATE

ZIP CODE

AGENCY, FACILITY OR INDIVIDUAL PHONE NUMBER

tiffany.thomas@la.gov

AGENCY OR FACILITY E-MAIL ADDRESS

**Request For: (pick one only)**

- ☐ ALCOHOL BEVERAGE OUTLET
- ☐ BEHAVIOR ANALYST BOARD
- ☐ BOARD OF EXAMINERS (PSYCHOLOGIST)
- ☐ BOARD OF EXAMINERS (SPEECH/LANGUAGE PATH. & AUDIO.)
- ☐ BOARD OF NURSING HOME ADMINISTRATORS
- ☐ CASA
- ☐ COURT ORDER ADOPTION
- ☐ CRIMINAL JUSTICE EMPLOYEE
- ☐ DAYCARE / WORKING WITH CHILDREN
- ☐ DENTISTRY BOARD
- ☐ DEPT. OF AGRICULTURE AND FORESTRY
- ☐ DEPT. HEALTH AND HOSPITALS
- ☐ DEPT. OF INSURANCE – FRAUD DIVISION
- ☐ DEPT. OF REVENUE (Public Registry of Motion Picture Investor Tax Credit)
- ☐ DCFS ABUSE/NEGLECT INVESTIGATION
- ☐ DCFS CARETAKER
- ☐ DCFS FOSTER/ADOPTIVE
- ☐ DCFS PERSONNEL
- ☐ DRUG AND DEVICE DISTRIBUTORS
- ☐ EMPLOYERS
- ☐ FIREFIGHTERS
- ☐ FIRE MARSHAL
- ☐ GESTATIONAL CONTRACTS
- ☐ HEALTH CARE PROVIDER (Non Licensed)
- ☐ JUVENILE DETENTION CENTER

- ☐ LA BOARD CHIROPRACTIC EXAMINERS
- ☐ LA PHYSICAL THERAPY BOARD
- ☐ LA STATE BOARD SOCIAL WORK EXAMINERS
- ☐ LICENSED PROFESSIONAL COUNSELORS
- ☐ MEDICAL EXAMINERS
- ☐ OFFICE OF FINANCIAL INSTITUTIONS
- ☐ OMVC – COMMERCIAL DRIVING EXAM ADMINISTER
- ☐ OMVE – EMPLOYEE ISSUING COMMERCIAL DL
- ☐ OMVI – CONTRACT PROCESS INQUIRY/TRANSACTION
- ☐ OMVT – AUTO TITLE COMPANY / PUBLIC TAG AGENT
- ☐ PHARMACY BOARD
- ☐ POST SECONDARY EDUCATION
- ☐ PRACTICAL NURSING
- ☐ PRIVATE ADOPTION
- ☐ PRIVATE INVESTIGATORS
- ☐ PRIVATE SECURITY
- ☐ PUBLIC HOUSING
- ☐ REGISTERED NURSING
- ☐ RELIGIOUS ACTIVISTS
- ☒ SCHOOL
- ☐ SUPREME COURT COMMITTEE BAR ADMISSION
- ☐ TAXI DRIVERS
- ☐ TESS WINDOW TINT
- ☐ VOLUNTEER LOUISIANA COMMISSION
- ☐ WORKING WITH CHILDREN

APPLICANTS FULL NAME: \_\_\_\_\_

\*\*\*\*PRINT – USE INK\*\*\*\*

LAST

FIRST

MIDDLE

{INCLUDE MAIDEN NAME & PREVIOUS MARRIED NAMES IF APPLICABLE}

APPLICANTS SIGNATURE: \_\_\_\_\_

APPLICANTS SOCIAL SECURITY # \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

ID or DRIVERS LICENSE # \_\_\_\_\_ & STATE \_\_\_\_\_ RACE \_\_\_\_\_ SEX \_\_\_\_\_

POSITION OR LICENSE APPLIED FOR \_\_\_\_\_

#### AUTHORIZATION TO DISCLOSE CRIMINAL HISTORY RECORDS INFORMATION

By my signature above, I hereby authorize the Louisiana State Police to release all pertinent criminal record information maintained in their files, other states files, or the FBI files (if applicable) which may confirm or deny my eligibility with the facility or agency named above. Pursuant to Title 28, C.F.R., Section 16.34, officials making the determination of suitability for licensing or employment shall provide the opportunity to complete, or challenge the accuracy of, the information contained in the FBI identification record.

DPSSP 6696

Revised 10/01/2016

Provider name: \_\_\_\_\_

ATN and SID# FOR OFFICIAL USE ONLY

ATN \_\_\_\_\_

SID# \_\_\_\_\_

**APPLICANT PROCESSING – DISCLOSURE  
BUREAU OF CRIMINAL IDENTIFICATION AND  
INFORMATION**

P.O. BOX 66614 (MAIL SLIP A-6)  
BATON ROUGE, LA 70896

Louisiana Department of Education – Course Choice  
AGENCY, BUSINESS OR INDIVIDUAL NAME

1201 North 3<sup>rd</sup> Street

MAILING ADDRESS

Baton Rouge, Louisiana 70802

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**NOTICE:**

**PLEASE PRINT OR TYPE  
INFORMATION, EXCLUDING  
ADMINISTRATORS OR AUTHORIZED  
PERSONS SIGNATURE.**

**INCOMPLETE FORMS WILL NOT BE  
PROCESSED.**

NAME OF APPLICANT \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

PLACE OF BIRTH  
(STATE) \_\_\_\_\_

RACE / SEX \_\_\_\_\_

WEIGHT \_\_\_\_\_

HEIGHT \_\_\_\_\_

HAIR COLOR \_\_\_\_\_

EYE COLOR \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

**ALL INFORMATION RELEASED MUST REMAIN STRICTLY CONFIDENTIAL AND ONLY THOSE  
AUTHORIZED BY LAW TO RECEIVE THIS INFORMATION MAY SUBMIT A REQUEST.**

**DO NOT WRITE BELOW THIS LINE: {For Bureau of Criminal Identification and Information Use Only}**

**NOTICE:** The response to your request for a criminal history check is based on a review of the State of Louisiana's criminal history records database as is available at the time of request. This does not preclude the possible existence of an arrest or conviction information not available in our database.

**CRIMINAL HISTORY DETERMINATION**

☐ RAPSHEET ATTACHED

☐ RESPONSE BELOW

Revised 08/2018